



IN THE COURT OF PRL. CIVIL JUDGE & JMFC., AT
RANEENNUR.

Dated on this the 01st day of June 2026

Present: Sri. ADITHYAKUMAR H.R, B.A.LL.B.

Prl. Civil Judge & JMFC. Ranebennur.

ORIGINAL SUIT NO. 120/2016

- Plaintiffs:**
1. Rudrappa S/o Mallappa Karur,
Age: 54 Years, Occ: Agril. & Hotel,
R/o: Renebennur, Siddeshwara Nagar,
Near Water Tank Road, P.B.Road,
Ranebennur,-581115, Dist: Haveri.
 2. Maradeppa S/o Ramappa Karur,
Age: 52 Years, Occ: Milk Business,
R/o: Renebennur, Siddeshwara Nagar,
Near Water Tank Road, P.B.Road,
Ranebennur,-581115, Dist: Haveri.
 3. Bharamalingappa S/o Ramappa Karur,
Age: 40 Years, Occ: Milk Business & Hotel,
R/o: Renebennur, Siddeshwara Nagar,
Near Water Tank Road, P.B.Road,
Ranebennur,-581115, Dist: Haveri.
 4. Smt. Diddavva W/o Ramappa Karur,
Age: 70 Years, Occ: Housewife,
R/o: Renebennur, Siddeshwara Nagar,
Near Water Tank Road, P.B.Road,
Ranebennur,-581115, Dist: Haveri.

(Rep. by Sri.P.R.H., Adv.,)

V/s

Defendants:

1. Siddappa S/o Channabasappa Soppin,
Age: 45 Years, Occ: Business,
R/o: Renebennur, Opp: Havaladar Honda,
P.B.Road, Ranebennur,-581115,
Dist: Haveri.



2. Yallappa S/o Pandappa Hulihalli,
Age: 58 Years, Occ: Hotel Business,
R/o: Renebennur, Opp: Rural police
Station, P.B.Road, Ranebennur,-581115,
Dist: Haveri.

(Rep. by Sri. P.R.K., Adv.,)

EVENTS

Date of Institution of the Suit	:-	27.04.2016
Nature of the Suit	:-	Suit for Permanent injunction.
Date of commencement of Recording of Evidence	:-	24.07.2017
Date on which the judgment Was pronounced	:-	01.06.2026
Total Duration	<u>Year/s</u>	<u>Month/s</u>
	09	11
		05

(Adithyakumar H.R)
Prl. Civil Judge & JMFC.,
Ranebennur.

JUDGMENT

This suit for injunction simplicitor is filed by the Plaintiffs seeking to restrain the Defendants from causing interference with their alleged possession of the suit property and from putting up construction in the suit property.

**2. The Description of the suit properties are as under;**

The suit scheule property is N.A. plot No.89 in N.A.R.S. No.304A/1A/1, measuring East-West: 50 ft. and North-South: 40 ft. situated by the side of P.B. Road in Siddeshwara Nagar, Ranebennur and situated within the boundaries as shown below;

To the East:	Water tank road
To the West:	Work shed
To the North:	P.B.Road(N.H.-4)
To the South:	Plot No.90

3. The factual matrix of the plaintiffs' case unfolds as under;

The Plaintiffs claim that they are the absolute owners in possession of suit Plot No.89, which was formed from the original land bearing R.S. No.304A/1A1 allotted in favour of "Kurubara Unneya Oudyogika Belavanigeya Sahakari Sangha Ltd., Ranebennur" as per the order dated 28.11.1960 passed by the then Deputy Commissioner, Dharwad. In pursuance of a registered sale deed dated 20.10.1973, the father of Plaintiff No.1, namely Mallappa, is stated to have purchased the suit plot, and the CMC records were mutated in his name accordingly.

3.2. It is further pleaded that, by virtue of a registered family partition effected in the year 2010 by metes and bounds, the eastern portion of Plot No.89 measuring 17 x 40 feet fell to the



joint share of Plaintiffs No.2 to 4, while the western portion measuring 33 x 40 feet fell to the share of Plaintiff No.1. The Plaintiffs further state that they have obtained necessary permission from the CMC, Ranebennur for construction of a commercial building over the entire suit property.

3.3. The Defendants are adjacent land owners on the southern side of the suit property. It is contended that, having no right, title, or interest over the suit property, they have started interfering with the peaceful possession and enjoyment of the Plaintiffs and have also obstructed the construction being carried out by them. Despite repeated requests and advice, the Defendants continued their interference, compelling the Plaintiffs to institute the present suit.

4. The suit summons were duly served on the Defendants, who appeared through their common counsel and filed common written statement denying the Plaintiffs' claim.

5. Gist of common written statement of defendants:

They have denied the entire case of the Plaintiffs, including the alleged cause of action and interference. It is specifically contended that they are the owners in possession of Plot No.90 situated on the southern side of the suit property. They state that



they have purchased the same under two registered sale deeds dated 04.05.2009 and 12.10.2009, each measuring 30 x 40 feet.

5.1. It is further contended that, since the date of purchase, they have been in peaceful possession and enjoyment of their respective properties, and their names have been duly entered in the municipal records. They assert that they are intending to construct houses in their respective plots. It is further alleged that, instead of acting within their boundaries, the Plaintiffs have encroached upon Plot No.90 and are attempting to put up construction thereon. It is also contended that the Defendants have already instituted a separate suit against the Plaintiffs in O.S. No.130/2016 pending on the file of this Court. On these grounds, they have sought dismissal of the suit with costs.

6. On 16.06.2017, this court has framed the following;

ISSUES

- I.** Whether the plaintiff proves that, he is in possession of the suit schedule property as alleged in the plaint.?
- II.** Whether the plaintiff proves that, alleged interference by the defendant as alleged in the plaint.?
- III.** Whether the plaintiff is entitled for relief sought for.?
- IV.** What order or decree.?



7. In support of their case, Plaintiff No.1 was examined as PW1 and produced 13 documents marked as Ex.P1 to Ex.P13. They also examined one independent witness as PW2. Both PW1 and PW2 were subjected to cross-examination.

Ex.P1 is the certified copy of the sale deed dated 20.10.1973. Ex.P2 is the mutation extract dated 31.12.1973. Ex.P3 is the notarized copy of the sale deed dated 03.07.2010. Ex.P4 is the mutation extract dated 05.07.2010. Ex.P5 is the RTC extract. Exs.P6 and P7 are the building construction permissions. Ex.P8 is the order dated 28.11.1960 passed by the Deputy Commissioner, Dharwad. Ex.P9 is the Board Resolution dated 30.11.1972. Ex.P10 is the RTC extract. Ex.P11 is the Khatha extract. Ex.P12 is the layout map, and Ex.P13 is the certified copy of the sale deed dated 27.10.2018.

8. Per contra, the Defendant No.1 was examined as DW1 and subjected to cross examination. During his cross-examination, Ex.P14 to 19 photographs were confronted

9. Both counsel have not advanced oral arguments. The learned counsel for the Plaintiff has submitted written arguments, which have been taken on record.

In his written arguments, reiterating the pleadings and evidence, the learned counsel for the Plaintiff has contended that



the Plaintiffs have proved their lawful possession and enjoyment over the suit property and have also established that construction had commenced at the time of filing of the suit. It is further contended that the Plaintiffs have produced the original NA order and sale deeds, which clearly establish that they are the owners in possession of the suit property.

It is further submitted that, to prove possession, the Plaintiffs have produced sale deeds, CMC records, and photographs, which were admitted by DW1. On the contrary, it is contended that the Defendants have not adduced any satisfactory evidence in support of their defence. Though encroachment was alleged, no cogent evidence has been produced by the Defendants to substantiate the same.

Referring to the cross-examination of DW1, it is contended that he has admitted interference and obstruction, and also admitted that the Plaintiff had approached the Police seeking assistance to safeguard the suit property. According to the Plaintiffs, these admissions clearly establish interference, and the Plaintiffs have successfully proved the issues cast upon them. On these grounds, the learned counsel for the Plaintiff has prayed to decree the suit with costs.

10. After carefully perusing the pleadings of both parties,



examining the evidence on record, and considering the arguments of both sides, this Court proceeds to answer the aforementioned points for consideration as follows;

Issue No.1;- In the Affirmative.
Issue No.2;- In the Affirmative.
Issue No.3;- In the Affirmative.
Issue No.4;- As per the final order for the following;

REASONS

11. Issues No.1 to 3;-

Since these issues are interlinked, and to avoid repetition of facts and evidence, they are taken up for common discussion and consideration as follows;

11.1. At the outset, it is incumbent upon these grounds to clarify that, the Plaintiffs have filed this suit seeking perpetual injunction against the Defendants based on their lawful possession and enjoyment. To successfully maintain a suit for injunction simplicitor, the Plaintiffs must prove that they have been in possession, enjoying the suit property and continue to do so.

11.2. Since the Plaintiffs claim possession based on sale deeds and partition, mere proof of possession is not sufficient.



What this Court must determine is whether the Plaintiffs' enjoyment of the property is lawful and exclusive. Therefore, in addition to establishing enjoyment and possession, the Plaintiffs are required to prove that they were in lawful possession and enjoyment of the suit property and entitle to the relief of permanent injunction as sought for.

11.3. It is necessary to reiterate that the right to claim perpetual injunction is provided under **Section 37(2)** of the Specific Relief Act, while Section 38 of the Act specifies the circumstances under which such injunctions may be granted. A common element in both sections is proof of possession, whether ***de jure*** or ***de facto***. It is with these legal principles in mind that the evidence adduced by both parties must be considered by this Court.

11.4. *In brief*, the Plaintiffs assert that they are the owners and are in possession of the suit property. The same was purchased by the common progenitor Mallappa from the society. Thereafter, the Plaintiffs entered into a registered partition, and Plaintiff No.1 and Plaintiffs No.2 to 4 were put in separate possession of their respective shares. It is further contended that all the Plaintiffs jointly obtained the necessary permission to construct a commercial building in the suit property. When they



were cleaning the suit property for construction purposes, the Defendants, being adjacent land owners, started interfering with their possession and obstructing the construction of the building. The Defendants have denied the said allegations and contended that they are the owners in possession of their property situated on the southern side of the suit property.

11.5. It is not in dispute that both the parties are adjacent land owners. The Defendants have not disputed the boundaries of the suit property as described in the plaint. In fact, they have admitted that they are adjacent land owners on the southern side of the suit property. The Defendants have also not denied nor raised any cloud over the title of the Plaintiffs. Thus, it is an undisputed fact that the Plaintiffs are the lawful owners of the suit plot.

11.6. The Defendants have only disputed the legality of the construction carried out in the suit property and have also alleged encroachment upon their property. In this regard, it is contended that the alleged construction is intended for a commercial building and the same is contrary to the plans approved by the CMC. It is further contended that, without obtaining the necessary permission, the Plaintiffs have illegally commenced construction of the building.



11.7. Ex.P1 is the certified copy of the registered sale deed dated 20.10.1973. The contents of this document are not disputed by the Defendants either during the cross-examination of PW1 or in their defence evidence. The recitals of the sale deed establish that the society, represented by its Chairman, had executed the sale deed alienating the suit property in favour of Mallappa S/o Mayappa, who is the common ancestor of the Plaintiffs. Ex.P2, which is the mutation extract dated 31.12.1973, also establishes that the said sale deed was duly effected as per M.E. No.8531.

11.8. Ex.P3 is the notarized copy of the partition deed dated 03.07.2010. Admittedly, the Plaintiffs have not produced either the certified copy or the original document. The said document has been notarized and produced before the Court and marked as Ex.P3. However, mere notarization or production of the document as an exhibit does not dispense with the requirement of proving its execution and contents in accordance with law. The Plaintiffs have not adduced any independent evidence to establish its authenticity. In the absence of such proof, Ex.P3 lacks evidentiary value and cannot be relied upon by this Court.

11.9. However, the present suit is filed for bare injunction,



and the Defendants have neither disputed nor raised any cloud over the title of the Plaintiffs in respect of the suit property. Hence, in order to ascertain the nature of possession of the Plaintiffs over the suit property, the said aspect can be looked into for the limited purpose of corroborating the other evidence led by the Plaintiffs.

11.10. Ex.P4 is the certified copy of mutation extract dated 28.08.2010. On perusal of the same, it demonstrates that by virtue of the partition as per Ex.P3, the same was reported to the Revenue Inspector, Ranebennur, and the said partition was duly acted upon in the revenue records. It also indicates that the suit property was subjected to partition, wherein an extent measuring 33 × 40 feet had fallen to the share of Plaintiff No.1, and the remaining portion had fallen to the share of Plaintiffs No.2 to 4.

11.11. Ex.P5 is the RTC pertaining to the suit property, and the same is standing in the name of the Plaintiffs. Ex.P6 and Ex.P7 are the building construction permissions dated 12.01.2016 issued by the CMC, Ranebennur. On perusal of the same, it appears that the Plaintiffs had jointly approached the CMC for construction of a commercial building in the suit property and the same was duly approved.



11.12. Ex.P8 is the order dated 28.11.1960. On perusal of the same, it indicates that the then Deputy Commissioner, Dharwad had passed an order holding that the original land measuring 8 acres was allotted to the society for formation of a layout for the employees of the society. A condition was also imposed that 100 feet from the centre of the Poona-Bengaluru road should be maintained as set back, that no construction shall be put up thereon, and that the said portion shall be left open to the sky.

11.13. Ex.P9 is the certified copy of the Board Resolution dated 30.11.1972. On perusal of the same, it appears that the society passed a resolution to form a layout and to allot the plots to its employees. Ex.P10 is the RTC in respect of Plot No.90 belonging to the Defendants. Ex.P11 is the Khatha extract in respect of the suit property, and the same is standing in the name of the Plaintiffs.

11.14. Ex.P12 is the certified copy of the layout map. On perusal of the same, it indicates that suit Plot No.89 is situated towards the eastern side facing the Poona-Bengaluru National Highway. It also indicates that the suit plot is at a distance of 100 feet from the highway and is adjacent to Plot No.90, which is stated to be the property of the Defendants.



11.15. Ex.P13 is the certified copy of the registered sale deed dated 27.10.2018, wherein Defendant No.2 has purchased a portion of Plot No.90. Exs.P14 to P19 are the photographs, which were confronted to DW1 and admitted by him to the extent that the Plaintiffs have completed construction and erected a building in the suit plot.

11.16. During the cross-examination of PW1, the counsel for the Defendants himself has suggested the existence of Plot No.90 towards the southern side of the suit property. In the cross-examination, it was also suggested that the Plaintiffs themselves have encroached upon the Defendants' property and have illegally constructed the building thereon.

11.17. On perusal of the entire cross-examination of PW1 and PW2, it appears that though both witnesses were subjected to thorough cross-examination by the counsel for the Defendants, nothing substantial has been elicited either to disprove the possession of the Plaintiffs over the suit plot or to establish the alleged encroachment in Plot No.90.

11.18. During the cross-examination of DW1, he himself has admitted that a portion of Plot No.90 was alienated by Defendant No.2 in favour of one Marigouda and that he has also



constructed a commercial complex, as reflected in the photographs marked as Ex.P14.

11.19. This admission clearly establishes that Defendant No.2 himself alienated a portion of the property during the pendency of the suit and the purchaser has already put up a commercial building in the adjacent property. Such being the case, the contention of the Defendants that the Plaintiffs cannot construct a commercial building in the suit property is totally immaterial for deciding the present suit.

11.20. It is also a settled principle of law that a party who has acted in violation of its own conduct or who approaches the Court without clean hands cannot seek equitable relief. Equity demands consistency and fairness in conduct, and a party cannot be permitted to take advantage of its own wrong or inconsistent stand.

11.21. DW1 has also deposed that he is not aware of the flow of title and ownership with regard to the suit property and has expressed ignorance regarding the allotment of the suit property by the society. However, he has specifically admitted that the ancestor of the Plaintiffs had purchased the suit plot from the society and that possession was also delivered. He has



further admitted the pre-condition that 100 feet space from the National Highway was required to be left open.

11.22. The Defendants have contended that the Plaintiffs have encroached upon their property and have put up illegal construction. However, no counter-claim has been filed by them seeking appropriate relief for recovery of the alleged encroached portion.

11.23. Even no evidence is adduced to prove this aspect, nor have any attempts been made to examine any witnesses to establish the factum of encroachment. Though DW1, in his cross-examination, deposed that an extent of 30 × 40 feet of property was encroached by the Plaintiffs, he himself expressed ignorance as to how they came to know of such encroachment and whether any documents exist in this regard. Hence, the other contention of the Defendants with regard to the alleged encroachment of Plot No.90 is not proved.

11.24. Thus, on careful appreciation of the oral and documentary evidence on record, it is evident that the Plaintiffs have successfully established both their lawful title and possession over the suit property. The documentary evidence, particularly Ex.P1, Ex.P2, Ex.P4, Ex.P5, Ex.P11 and Ex.P12,



consistently supports the case of the Plaintiffs with regard to their possession, enjoyment, and identification of the suit schedule property.

11.25. The boundaries of the suit property as pleaded by the Plaintiffs stand duly corroborated by the layout map and revenue records, and no material contradiction has been brought out in the cross-examination of PW1 and PW2 to discredit the same.

11.26. It is further significant that the Defendants have not been able to establish any independent right, title, or lawful possession over the suit schedule property, nor have they been able to raise any legally sustainable cloud over the title or possession of the Plaintiffs. The vague allegations of encroachment remain unsubstantiated in the absence of any cogent documentary or oral evidence. Even DW1 has failed to produce any material to demonstrate actual encroachment or demarcation of the alleged encroached portion.

11.27. The evidence of DW1, when read in its entirety, rather strengthens the case of the Plaintiffs, as he has admitted crucial aspects such as purchase of the suit property by the predecessor of the Plaintiffs, delivery of possession, and



existence of the layout and boundary conditions. The admissions elicited in cross-examination further weaken the defence version and reinforce the Plaintiffs' claim of lawful possession.

11.28. It is well settled that in a suit for bare injunction, once the Plaintiffs establish their lawful possession, such possession is protected unless the Defendants prove a better title or lawful right of possession. In the present case, the Plaintiffs have proved both ***de jure*** possession through documentary title and ***de facto*** possession through continuous enjoyment and construction activities over the suit property.

11.29. Coming to the aspect of interference, it is to be noted that in a suit for bare injunction, what is required to be established is a real and existing threat of interference and not a mere imaginary or speculative apprehension. However, in the present case, the Plaintiffs have consistently pleaded and proved through oral and documentary evidence that the Defendants have actively interfered with their possession and obstructed the construction activities undertaken in the suit property.

11.30. The evidence of PW1 and PW2, coupled with the surrounding circumstances and documentary materials, clearly establish that the apprehension of interference is not merely



subjective or fanciful, but is based on actual acts of obstruction and conduct of the Defendants.

11.31. It is well settled that even a reasonable and bona fide apprehension of interference with peaceful possession is sufficient to grant the relief of injunction, and the Court is not required to wait for actual dispossession or completed acts of interference. In the present case, the conduct of the Defendants, as discussed above, clearly gives rise to a justified and reasonable apprehension in the mind of the Plaintiffs, warranting protection of their possession by way of permanent injunction.

11.32. This view is supported by the decision of the Hon'ble High Court of Karnataka in **Smt. Lakshamma v. M.P. Krishanappa and Others, 1991 (1) Kar.L.J. 536**, wherein it was held as follows:

***SPECIFIC RELIEF ACT, 1963, Section 36-
Injunctory decree Basis for grant of -
Threatened invasion of right can be basis -
No need for finding whether threat is real or
not Where party seeking preventive relief of
injunction on basis of possession, has
established fact of his possession, he is
entitled to relief.***

It is further held in Para No. 3 as follows:

***An aggrieved person comes to the Court
complaining of interference of the defendant,***



may be at a particular point of time the defendant has not caused interference, but once the fear stands heavily in the mind of the aggrieved person, there shall be no difficulty for Court to grant injunction, especially when it is found that particular person is in possession.

This decision is equally applicable to the case at hand. Considering the submissions and evidence of both parties, it is evident that the Plaintiff has been in lawful possession and enjoyment of the suit property. The Defendants, being the adjacent owners, have begun interfering with this lawful possession. Such activities must be restrained by granting an injunction. Accordingly, this Court has no hesitation in holding Issues No. 1 to 3 in the **affirmative.**

The Plaintiff has successfully discharged the burden cast upon him regarding possession against the Defendant. Section 35 of the CPC vests the Court with the discretion to award costs, generally providing that costs follow the event and granting the Court full power to determine by whom, out of what property, and to what extent such costs are to be paid. However, considering the facts and circumstances of the case, this Court deems it appropriate to direct that each party shall bear its own costs.



12. Issue No. 4;-

In view of the finding of this court on Issues No.1 to 3, this court proceeds to pass the final order passed as under;

ORDER

“The suit of the Plaintiff is hereby decreed.

The Defendants, their agents, or any person claiming through them are hereby permanently restrained from causing any interference with the peaceful possession and enjoyment of the Plaintiff over the suit property.

The parties shall bear their own costs.

Draw decree accordingly.”

(Dictated to Stenographer directly on the computer, transcript is corrected and signed by me and then pronounced by me in the open court on this 01st day of June 2026).

**(ADITHYAKUMAR. H.R.)
Prl. Civil Judge & JMFC.,
Ranebennur.**

**::ANNEXURE::****Witnesses examined on behalf of Plaintiffs;**

PW-1 ;- Sri. Rudrappa Mallappa karur
PW-2 ;- Sri. Basappa Fakkirappa Mallapur

Documents marked for Plaintiffs;

Ex.P1	Certified copy of the registered sale deed
Ex.P2	Mutation extract
Ex.P3	Notarized copy of the partition deed
Ex.P4	Certified copy of mutation extract
Ex.P5	RTC
Ex.P6 & 7	Building construction permissions
Ex.P8	Order dated 28.11.1960
Ex.P9	Certified copy of the Board Resolution
Ex.P10	<u>RTC</u>
Ex.P11	Khatha extract
Ex.P12	Certified copy of the layout map
Ex.P13	Certified copy of the registered sale deed
Ex.P14 to 19	Photographs

Witnesses examined on behalf of defendant;

DW-1:- Sri. Siddappa Chanabasappa Soppin

Documents marked on behalf of defendant:-

---Nil---

(ADITHYAKUMAR. H.R.)
Prl. Civil Judge & JMFC.,
Ranebennur.

